



The Long Run Band, INC.
1931 Cordova Road Ste. #434
Ft. Lauderdale, Florida 33316
E-Mail: reggie@thelongrun.info

Web: thelongrun.info
954 - 288 - 7396

PERFORMANCE AGREEMENT

This Agreement made as of 05 / 01 / 2018 by and between the parties identified below, in consideration for the following covenants, conditions, and promises, the Purchaser identified below agrees to hire The Long Run Band, Inc. to perform an engagement, and The Long Run Band, Inc. agrees to provide such performance services, under the following terms and conditions: This agreement for performance services, is entered into by the musician(s) known as **The Long Run Band, Inc.** ("Artists") and Purchaser known as: National Council of Jewish Women ("Purchaser"). Purchaser hires Artists on the terms and conditions set forth in this contract.

ENGAGEMENT SPECIFICATION

Organization: National Council of Jewish Women Venue Name: Villaggio At Villages-Windsor Seating Cap: N/A
Address: 6740 Lyons Rd 6935 Via Bernardi City: Lake Worth State: FL Zip: 33467
Contact: Joyce Kantrowitz Phone: _____ Email address: Maestra101@aol. Website: _____
Date(s) From: 01 / 19 / 2019 To: 01 / 19 / 2019 Time (PM/AM): 7:30 PM Til 9 PM
1 90 Minutes \$2200.00 \$500.00 / on Signing
Set Qty./duration Event Name Guaranteed Pay Deposit Amount/Pay Date
Two Thousand two hundred
Wage and Deposit Write out the total amount of compensation
Load in: 2 PM (AM / PM) Sound Check: 4 PM (AM / PM) Transition Time if other acts: N/A
Sound Provision: FOH PA? Purchaser: ☐ Artist: ☒ Monitor system? Purchaser: ☐ Artist: ☒ Both? Purchaser: ☐ Artist: ☐
(please check appropriate box and initial Technical Rider)

Additional Terms and Conditions

- PAYMENT METHOD:** Payment in the form of cash, Certified Bank check or Company check shall be due on the day of the show, upon performance completion, unless otherwise agreed upon in writing by both parties (attach to this Agreement). All Checks and deposits shall be made out to: **The Long Run Band, Inc. TLR PRODUCTIONS LLC.**
- PERFORMANCE DATE CHANGES:** Performance date changes within the body of this Agreement are at the discretion and availability of the Artists. Purchaser may change performance date to another date other than specified herein and have the deposit applied to the new date under the following terms;
 - New date meets the requirements of section four (4). (Submitted 5 weeks *before* original performance date).
 - Only one (1) date change per contract. A new contract will be generated for any other date changes.
 - A new deposit is required with new contract.
- TECHNICAL RIDER:** Sound, lighting equipment, services and other specifications shall be set forth in more detail in Artist's Performance Technical Rider attached and incorporated hereto.
- SECURITY:** Purchaser will provide sufficient security so that no unauthorized persons will have access to the stage or backstage area. The Long Run Band, Inc. will provide names of persons or guests authorized to be backstage. If security, backstage passes and/or laminates are to be used, a representative of the Artist will supply to the Purchaser a photocopy of the pass system to be used for the performance(s) per the terms and conditions of this Agreement. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time the equipment is located on Purchaser's premises.
- TRANSCRIPTION:** Purchaser shall not record, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Artist's performance without prior express written consent from Artist. Artist and/or Artist's designees shall have the right to record the performance and to use the recordings as Artist see fit. Purchaser shall have no interest or rights of any kind whatsoever in or any such recordings of Artist's performance during this engagement.
- PROMOTION AND PRODUCTION:** Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals.



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Additional Terms and Conditions (Cont.)

7. **ADVERTISING:** Purchaser agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in all local print, radio and television media.
8. **MERCHANDISING:** Artist shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain 100% proceeds of such sales.
9. **FREE TICKETS:** Purchaser shall provide NO (Qty.) free passes/"Comp" tickets for the Band. At minimum, band and crew shall be allowed one (1) free entry for guest per contract.
10. **INSURANCE:** Purchaser agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Purchaser or at such other location where Purchaser directs Artist to perform. Purchaser agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Purchaser or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.
11. **CANCELLATION:** In the event that Purchaser cancels any performance less than five (5) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Purchaser cancels any performance less than two (2) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance.
12. **SICKNESS OR ACCIDENTS:** Artists performance is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control. In the event of such, Purchaser's deposit and any compensation received from Purchaser for this contract shall be refunded to Purchaser within thirty (30) days of acknowledgment.
13. **DISPUTES:** In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid reasonable attorney's fees and costs by the losing party. This contract and any attachments or riders incorporated herein, shall be governed by the laws of the State of Florida. This document may be modified in writing only and is binding and valid only when signed by the parties below. All deposits shall be paid at time of signing. **ALL DEFAULTS UNDER THIS CONTRACT ARE LEGALLY PERSUED.**
14. I hereby certify that the information contained in this Agreement is true and accurate and that my electronic signature shall have the same legal effect as if signed in ink or made under oath, that I am an officer or director of the Purchaser/Artist or the receiver or trustee or appointed representative empowered to execute this agreement in accordance to Florida Statutes and throughout the world: and that my name appears below.

Artist: **The Long Run Band, Inc.**

By: Reggie Fecteau
(Signature)

Reggie Fecteau
(Print Name)

Title: Manager

Date: 05-01-2018

Purchaser: National Council of Jewish Women

By: [Signature]
(Signature)

Rene J. Sterling
(Print Name)

Title: President

Date: 5/6/18

Purchaser to provide meals and drinks for 8
please make checks payable to
TLR PRODUCTIONS LLC.

Income / Expense Addendum



The following Filled sections will constitute an addendum to the attached contract ONLY when signed by both parties. % noted are responsibility party assigned too.

INCOME -

Guarantee

\$ 2,200.00 *to*

Door Split

0% Band

0% Buyer

Pre-sale Ticket Split

0% Band

0% Buyer

Beverage Split

0% Band

0% Buyer

Merchandise Split

0% Band

0% Buyer

EXPENSES -

Marketing (Print)

0% Band

100% Buyer

Promotion (Radio/ TV)

0% Band

0% Buyer

Production (Sound and Lighting)

100% Band

0% Buyer

Security

0% Band

100% Buyer

Service Staff

0% Band

100% Buyer

Artist : The Long Run, Inc.

Buyer : New Palm Beach Section

By Reggie Fecteau

By [Signature]

Date 05-01-2018

Date 5/6/18